REMARKS

Claims 1-3, 8, 9, 24, 31-40, and 42-46 are pending. Claims 1-3, 24, 31, 35-40, and 44-46 have been amended. Claim 41 has been canceled without prejudice or disclaimer. No new matter has been added. Support for the claim amendments may be found in the specification, drawings, and claims as originally filed.

Assignee thanks Examiner Taylor for the telephone interview conducted on April 22, 2011 ("the interview") and for agreeing during the interview that the cited art of record does not disclose or suggest identifying a first advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where a first advertising fee is identified when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream.

Claims 1-3, 8, 9, 24, 34-36, 38, and 44 are Allowable

The Office has rejected claims 1-3, 8, 9, 24, 34-36, 38, 41, and 44, at paragraph 4 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over U.S. Patent No. 6,698,020 ("Zigmond"), in view of U.S. Patent No. 6,002,393 ("Hite"), and in further view of U.S. Patent No. 7,006,606 ("Cohen"). Claim 41 has been canceled without prejudice or disclaimer. Assignee respectfully traverses the remaining rejections.

Claims 1-3, 8, 9, 34-36, and 38

Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the

local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 1. Hence, claim 1 is allowable. Claims 2, 3, 8, 9, 34, 36, and 38 are allowable, at least by virtue of their dependence from claim 1.

Claims 24 and 35

Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 24. Hence, claim 24 is allowable. Claim 35 is allowable, at least by virtue of its dependence from claim 24.

Claim 44

Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 44. Hence, claim 44 is allowable.

Claim 31 is Allowable

The Office has rejected claim 31, at paragraph 5 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, and in further view of U.S. Patent No. 5,835,087 ("Herz"). Assignee respectfully traverses the rejection.

Claim 31 depends from claim 24. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 24, from which claim 31 depends. Hence, claim 31 is allowable, at least by virtue of its dependence from an allowable claim.

Claims 32 and 33 are Allowable

The Office has rejected claims 32 and 33, at paragraph 6 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, and in further view of U.S. Patent No. 6,078,412 ("Fuse"). Assignee respectfully traverses the rejections.

Claim 32

Claim 32 depends from claim 1. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 1, from which claim 32 depends. Hence, claim 32 is allowable, at least by virtue of its dependence from an allowable claim.

Claim 33

Claim 33 depends from claim 24. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 24, from which claim 33 depends. Hence, claim 33 is allowable, at least by virtue of its dependence from an allowable claim.

Claims 37 and 39 are Allowable

The Office has rejected claims 37 and 39, at paragraph 7 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, and in further view of U.S. Patent No. 6,286,005 ("Canon"). Assignee respectfully traverses the rejections.

Claims 37 and 39 depend from claim 1. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 1, from which claims 37 and 39 depend. Hence, claims 37 and 39 are allowable, at least by virtue of their dependence from an allowable claim.

Claim 40 is Allowable

The Office has rejected claim 40, at paragraph 8 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, and in further view of U.S. Patent No. 6,876,974 ("Marsh"). Assignee respectfully traverses the rejection.

Claim 40 depends from claim 1. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 1, from which claim 40 depends. Hence, claim 40 is allowable, at least by virtue of its dependence from an allowable claim.

Claims 42 and 43 are Allowable

The Office has rejected claims 42 and 43, at paragraph 9 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, and in further view of U.S. Published Application No. 2003/0149601 ("Cabral"). Assignee respectfully traverses the rejections.

Claims 42 and 43 depend from claim 1. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 1, from

which claims 42 and 43 depend. Hence, claims 42 and 43 are allowable, at least by virtue of their dependence from an allowable claim.

Claim 45 is Allowable

The Office has rejected claim 45, at paragraph 10 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, in view of U.S. Published Application No. 2002/0069105 ("Rosario Botelho"), and in further view of U.S. Patent No. 6,493,709 ("Aiken"). Assignee respectfully traverses the rejection.

Claim 45 depends from claim 44. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 44, from which claim 45 depends. Hence, claim 45 is allowable, at least by virtue of its dependence from an allowable claim.

Claim 46 is Allowable

The Office has rejected claim 46, at paragraph 11 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Zigmond, in view of Hite, in view of Cohen, in view of U.S. Patent No. 7,006,606 ("Ozer"). Assignee respectfully traverses the rejection.

Claim 46 depends from claim 1. Assignee thanks Examiner Taylor for agreeing during the interview that the cited art of record does not disclose or suggest identifying an advertising fee associated with insertion of a particular advertisement at a particular location in a media delivery stream identified by a signal, where the advertising fee is a first advertising fee when the particular advertisement is a local advertisement for a provider of a product or service that is inserted at a first location in the media delivery stream that follows a national advertisement for the product or service, and where the first advertising fee is higher than a second advertising fee

that is associated with insertion of the local advertisement for the provider of the product or service at a second location in the media delivery stream, as in claim 1, from which claim 46 depends. Hence, claim 46 is allowable, at least by virtue of its dependence from an allowable claim.

CONCLUSION

Assignee has pointed out specific features of the claims not disclosed, suggested, or rendered obvious by the cited portions of the references as applied in the Office Action. Accordingly, Assignee respectfully requests reconsideration and withdrawal of each of the objections and rejections, as well as an indication of the allowability of each of the pending claims.

Any changes to the claims in this response that have not been specifically noted to overcome a rejection based upon the cited references should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

The Commissioner is hereby authorized to charge any fees that may be required, or credit any overpayment, to Deposit Account Number 50-2469.

Respectfully submitted,

4-28-2011
Date

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